



BLC

REGISTRATION No.

1648

EXHIBIT B

DEPARTMENT OF JUSTICE

AUG 22 11 32 AM '66

REGISTRATION SECTION

Contract dated as of August 1, 1966 for Public Relations services between Sontheimer and Company, Inc., (hereinafter called the Company) and the Netherlands Antilles Government (hereinafter called the Government) with respect to the Netherlands Antilles Windward Islands - St. Maarten, St. Eustatius, Saba - and Bonaire (hereinafter called the Islands), as follows:

- I. This contract shall run for seventeen months from August 1, 1966 and thereafter from year to year subject to termination on december 31, 1967 or december 31 of any subsequent year by either side giving the other three months' prior notice in writing.
- II. A. The Company's activities in regard to the Islands shall be as set forth in the document entitled A PUBLIC RELATIONS PROPOSAL FOR ST. MAARTEN AND BONAIRE submitted by the Company under the date of July 2, 1965, with changes, modifications or additional activities as may be mutually agreed upon.
- B. The company shall not be required to perform services of a political or lobbying nature, or the duties of an advertising agency per se; nor shall the Company as part of its public relations function be required to deal directly with travel agents, hotel representatives or airlines or otherwise perform the functions of a tourist office except as provided in Paragraph IX of this contract; nor shall the Company be required to pay for advertising or pay any of the expenses of press representatives or persons other than members of the Company staff visiting the Islands.
- C. Payments under Article VIII herein cover the following: Salaries and fringe benefits of Company staff working on behalf of the Islands, taxes, photographic supplies, photographic laboratory costs, cost of telephones, cables, telegrams, postage and mailings, freight and air cargo, and messenger service required for the public relations activity within and between the United States and Puerto Rico, cost of mailings to the Islands, press clippings, subscriptions, reference books, entertaining, rents and utilities and other overhead items, local transportation in New York and

Puerto Rico for staff members, and travel expenses, not otherwise provided for, of staff members to and from and on the Islands.

III. The Company shall, at cost plus a 15 per cent overhead charge, in addition to the moneys provided elsewhere by this contract, produce travel literature and/or motion pictures for the Islands, if authorized by the Central Government.

IV. The Company shall be reimbursed additionally for any travel of staff members other than between the United States and St. Maarten or Bonaire; or Puerto Rico and St. Maarten or Bonaire, providing *the same* saying is authorized by the Central Government.

V. The Central Government and the Islands will see to it that complimentary hotel accommodations are arranged including meals for members of the Company in the Islands on business under this contract, that transportation for them on the Islands is provided and will use its best efforts with carriers to obtain complimentary (or reimbursed) transportation for them to and from the Islands.

VI. The Central Government will do its best to expand the public relations program by endeavoring to obtain the same concessions for press visitors and others who can be helpful to the Islands; and will have the Islands do their best in this respect, and the Company will try to induce the proper persons to take advantage of such concessions. The Central Government and Islands accept no direct financial responsibility for press visitors.

VII. A. The Central Government and the Islands will keep the Company informed of developments affecting tourism in the Islands, will supply all available statistics and will provide office space and secretarial services for members of the Company working in the Islands;

B. The Company will report to the Central Government on its activities under this contract at least monthly in triplicate and will supply evidence of results obtained.

VIII. For the public relations activities described herein the Central Government will pay the Company \$ 38,000 a year.

IX. A. The Company will operate offices of tourism for the Islands within the Company's New York and San Juan office suites, the Company agrees to do so for charge of no more than \$ 16,000 a year. The Company will give an accounting of costs for the operation of the tourist offices.

B. The Company will provide office space in New York and San Juan for this activity and pay for special telephones and directory listings in each city, provide storage space for literature and pay for all reasonable mailing and communications costs. Mass mailings to travel agents will be paid for by the Company so long as the activity is operating within the \$ 16,000 budget but mass mailings beyond that will be chargeable to the Central Government or the Islands providing such mailings have been authorized in writing.

C. The Company will pay the salary and fringe benefits of a secretary to perform this function in its New York offices and will provide the part-time service of a secretary for the same function in its San Juan offices.

D. The New York secretary will work with travel agents, hotel representatives and airlines to the extent that her time apart from her other duties with regard to the Islands will permit. No other member of the Company's staff shall be required to work with travel agents, hotel representatives and airlines.

X. A. The total annual sum of \$ 54,000 shall be paid as follows: \$ 9,000 on January 1, 1967 and \$ 4,090.91 on the first of each month thereafter until December 1 when the balance of \$4,090.90 shall be due.  
On January 1 of the following year the same schedule of payments shall be instituted unless the contract is canceled or changed.

B. For the period August, 1 to December 31, 1966 an amount of 5/12th of \$ 54,000, or \$ 22,500 should be due, divided as follows:

- public relations \$ 15,833.33  
- tourist offices " 6,666.67 \$ 22,500.-

this amount, however, shall be subtracted by \$ 1,000 for the tourist office account as a compensation for the services still to be rendered under the former contract, and by \$2,000 for the public relation account, leaving a total of:

\$ 13,833.33 for public relations  
" 5,666.67 for the tourist offices

\$ 19,500.-, which sum shall be paid as follows:

\$ 7,500 before August 1, 1966 and \$ 3,000 on the first of September, October, November and December 1966.

C. The full \$ 19,500 for the balance of 1966 shall be deposited in or guaranteed by a New York Bank on the effective date of this contract and be used solely for the Company to draw upon for payments here under.

D. The full \$ 54,000 for each entire year of the contract shall similarly be deposited in or guaranteed by a New York Bank for the Company to draw upon for payments here under on or before December 31, preceeding each full year.

XI. Any and all disputes or controversies arising out of this Agreement or its making, interpretation, performance, breach or alleged breach thereof, shall be submitted to the Supreme Court of the State of New York, in New York County, pursuant to the New York Simplified Procedure for Court Determination of Disputes. Service of process hereunder shall be deemed sufficient if sent by Registered Mail to the Company or the Government at their respective addresses.

XII. No waiver in any one or more instances by either of the parties or any breach by the other party of any terms or provisions contained in this Agreement shall be considered a waiver of any succeeding or preceding breach.



XIII. This Agreement is complete and embraces the entire understanding between the Government and the Company; all prior agreements between the parties, oral or in writing, having been merged herein. This Agreement may not be changed or supplemented orally but only by a writing signed by both parties hereto. This Agreement is made in the State of New York applicable to contracts wholly to be performed therein.

For Sontheimer and Company, Inc.

**Willemstad, June 30, 1966**

Robert Southey

Title *President*

For the Netherlands Antilles  
Government

Government

*J. L. Hoover*

Director Department Social and  
Economic Affairs.